

EXHIBIT 1

AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into as of the date last signed below (the “Effective Date”) by and between Jarrett Butler (“Butler”) d/b/a 420 Trade Co. (“420 Trade”) and d/b/a Pure 24K Brand (“Pure 24K”) (Butler, 420 Trade, and Pure 24K are collectively referred to herein as, the “Defendant”), on the one hand, and Luxe 55, LLC (“Luxe 55”), a limited liability company organized and existing under the laws of the State of Nevada, having a principal place of business in Charleston County, South Carolina at 359-A Wando Place Drive, Mount Pleasant, South Carolina 29464, on the other hand. Defendant and Luxe 55 are collectively referred to throughout this Agreement as the “Parties.”

INTRODUCTION

A. WHEREAS, Luxe 55 is the owner of the color gold design mark (the “Gold Mark”) in connection with various goods associated with its smoking products and accessories, namely, but not limited to, rolling papers (collectively “the Goods”);

B. WHEREAS, Luxe 55 is also the owner of the 24K GOLD ROLLING PAPERS word mark used in connection with the Goods (the “24K Mark”);

C. WHEREAS, Luxe 55 is also the owner of other common law trademarks and service marks, including, but not limited to its unique product and service branding and packaging design and styles and website trade dress and promotional literature all used in connection with the Goods (the “Additional Marks”) (the Gold Mark, the 24K Mark, and the Additional Marks are collectively referred to herein as, the “Marks”). Examples of Luxe 55’s Marks under its “Shine” brand are attached hereto and incorporated herein by reference as Exhibit A;

D. WHEREAS, Luxe 55 is also the owner of U.S. Trademark Reg. No. 4654492, registered on the Supplemental Register on December 9, 2014 (the “Gold Registration”) for the Gold Mark. A copy of the Gold Registration is attached hereto and incorporated herein by reference as Exhibit B;

E. WHEREAS, Luxe 55 accused Defendant of infringing at least some of Luxe 55’s rights in the Marks, including the Gold Mark and Gold Registration, by virtue of Defendant’s use of trademarks and/or service marks which are the same as and/or confusingly similar to the Marks on or in connection with the Defendant’s goods and services;

F. WHEREAS, Luxe 55 initiated a lawsuit against Defendant in the U.S. District Court for the District of South Carolina, Charleston Division, designated as *Luxe 55, LLC v. Jarrett Butler D/B/A 420 Trade Co. and D/B/A Pure 24K Brand et al.*, 2:16-cv-00428-PMD, asserting claims for infringement of a federally registered trademark in violation of the Lanham Act, 15 U.S.C. §§ 1114, 1125(a) and 1125(c); violation of the South Carolina Trade Secrets Act, S.C. Code Ann. §§ 39-8-10 et seq.; violation of the South Carolina Deceptive Trade Practices Act, S.C. Code Ann. §§ 39-5-20 et seq.; common law unfair competition and trademark infringement; and unjust enrichment (the “Lawsuit”);

G. WHEREAS, the Parties have now agreed to resolve the Lawsuit based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and adequacy of which the Parties acknowledge, the undersigned Parties agree as follows:

1. Acknowledgement of Rights. Defendant acknowledges the validity of the Marks, including the Gold Registration, and Luxe 55's ownership of the Marks and the Gold Registration. Moreover, Defendant acknowledges the valuable reputation and goodwill symbolized by, and the fame of, Luxe 55's Marks and of the well-established association of the Marks with Luxe 55's Goods.

2. Undertakings by Defendant.

2.1 Defendant, his agents, employees, business partners and members, contractors, investors, and all those in active concert or participation with him ("Defendant Parties") shall not use the Marks or any other indicia that is the same as or confusingly similar to the Marks in any manner whatsoever, including: (1) on or in connection with one or more of the Goods and/or substantially related goods, namely, but not limited to, rolling papers; (2) on or in connection with product packaging for one or more of the Goods and/or substantially related goods; (3) on or in connection with the manufacturing, sale, and/or distribution of one or more of the Goods and/or substantially related goods; and/or (4) on or in connection with commercial advertising or promotion of the Goods and/or substantially in connection with the Goods and/or substantially related goods.

2.2 Defendant Parties shall not apply to register the Gold Mark in connection with the Goods and/or substantially related goods; (2) on or in connection with product packaging for one or more of the Goods and/or substantially related goods; (3) on or in connection with the manufacturing, sale, and/or distribution of one or more of the Goods and/or substantially related goods; and/or (4) on or in connection with commercial advertising or promotion of the Goods and/or substantially in connection with the Goods and/or substantially related goods.

2.3 Defendant Parties not object to or challenge, or assist any other party in objecting to or challenging, Luxe 55's use of, applications or registrations for, or rights in and to the Gold Mark or any future marks consisting of or containing the Gold Mark and used in connection with the Goods. Defendant Parties agree to execute such documents as may be reasonably necessary to assist Luxe 55's efforts to obtain registrations for the Gold Mark.

2.4 Defendant Parties shall notify in writing all of the Defendant Parties manufacturers, sellers, suppliers, retailers, advertisers and media relations (including all social media and internet sites), distributors, or dealers that they must immediately discontinue directly or indirectly using the Marks or any other indicia that is the same as or confusingly similar to the Marks in any manner whatsoever.

2.5 Defendant Parties shall recall, take down, and/or remove (or cause other third parties to take down or remove) all advertising, marketing, promotional, tweets, accounts, postings and other materials and images and videos disseminated to (or displayed on) sellers, retailers, media sites in all forms (including, but not limited to, hippapers.com, 420tradeco.com, pure-24k.com, pure24Kbrandcomingsoon1, pure24K Canada, Facebook, Twitter, Instagram, Youtube, grinddist.com, Grinddistribution, kushpapers.com, Iconosquare, Amazon, eBay, Ink361, and Hotbox), distributors and/or dealers that violate the terms of this Agreement, or bear any designation in violation hereof.

2.6 Defendant Parties shall destroy all smoking products and accessories, namely, but not limited to, rolling papers, blunt wraps, cigars, labels, packages, brochures, wrappers, advertisements, promotions, letterhead and all other goods or matter in the custody or under the control of Defendant Parties bearing the Marks or any other indicia that is the same as or likely to cause confusion with Luxe 55's Marks, as well as any other means of making same.

3. Release. Except as to claims arising out of this Agreement after the Effective Date, Defendant hereby releases and forever discharges Luxe 55, and its officers, members, directors, employees, managers, attorneys, and agents, and each of their respective successors and assigns, from any and all causes of action, claims, damages, demands, liabilities, and obligations of every kind and nature, in law or in equity, whether known or unknown, asserted or unasserted, arising out of or relating to the Lawsuit, the subject matter thereof, or the transactions or occurrences underlying any claim made in the Lawsuit.

4. Dismissal of Lawsuit. The Parties agree to execute and file the Stipulation of Dismissal, substantially as shown in the attached document at Exhibit C, within five (5) business days of the Effective Date.

5. Representations and Warranties. The Parties represent and warrant that (i) the person signing this Agreement for each such Party has full authority and representative capacity to execute this Agreement, (ii) the Parties have title to all claims being released by them and have not assigned, conveyed, subrogated or transferred any portion of those claims to a third party, (iii) this Agreement has been duly executed and constitutes a valid and binding obligation of each of the Parties; and (iv) the Parties warrant and represent that they have read this Agreement, that they have conferred with their attorneys concerning this Agreement and the terms and conditions hereof, and that the Parties fully understand the terms, conditions, requirements, and effect of this Agreement.

6. Execution of Additional Documents. The Parties agree hereafter to execute, and hereby authorize their attorneys to execute and deliver, such additional documents as are consistent with and may be necessary to implement the terms of this Agreement without any additional consideration.

7. Governing Law and Jurisdiction. This Agreement shall be construed, interpreted and enforced according to the laws of the state of South Carolina, without giving effect to the conflicts of law principles thereof. The Parties hereby irrevocably consent and submit to the

exclusive jurisdiction and venue of the state courts of Charleston County, South Carolina, and the federal courts for the District of South Carolina, Charleston Division, for all matters under or related to this Agreement.

8. Benefit and Burden. This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective directors, officers, members, owners, subsidiaries, affiliates, shareholders, employees, agents, servants, successors, assigns, privies, trustees and any person or entity acting on their behalf.

9. Territory. This Agreement shall be effective worldwide.

10. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement between the Parties. In any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to its actual attorneys' fees and costs incurred in the action in addition to any other award of damages or other remedy.

11. Severability. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of the Agreement, and the application of the remaining provisions, shall not be affected.

12. Amendment. This Agreement may be modified only by a written instrument signed by all Parties affected thereby.

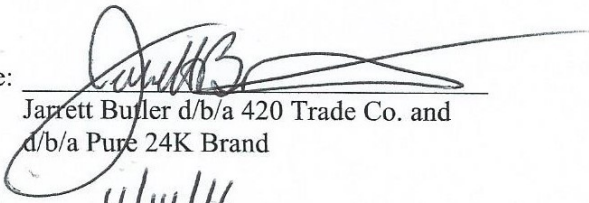
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be executed by facsimile or via other electronic means (e.g. email/docuSign). This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the Parties.

14. Captions and Interpretation. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be executed as evidenced by the following signatures, to be effective on the date last signed below.

**JARRETT BUTLER D/B/A 420 TRADE CO.
AND D/B/A PURE 24K BRAND**

Name: 
Jarrett Butler d/b/a 420 Trade Co. and
d/b/a Pure 24K Brand

Date: 4/14/16

LUXE 55, LLC

Name: _____
Dave Brown, authorized representative
of Luxe 55, LLC

Title: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be executed as evidenced by the following signatures, to be effective on the date last signed below.

**JARRETT BUTLER D/B/A 420 TRADE CO.
AND D/B/A PURE 24K BRAND**

Name: _____
Jarrett Butler d/b/a 420 Trade Co. and
d/b/a Pure 24K Brand

Date: _____

LUXE 55, LLC

Name:  _____
Dave Brown, authorized representative
of Luxe 55, LLC

Title: CEO

Date: 4/18/16

EXHIBIT A



CART 



Shine® 12-Sheet Pack
\$55.00



Shine® 2-Sheet Pack

\$20.00



Tyga X Shine® King Size 6-Sheet Pack
\$55.00



Shine® Gold Blunt Wraps
\$35.00



Shine® Gold Cone
\$14.00



Shine® Squad Pack

\$250.00

Try Prime

Health & Personal Care

Shop by
Department

Your Amazon.com

Today's Deals

Gift Cards

Sell

Help

Hello, Sign in
Your Account

Try
Prime

Your
Lists

0
Cart

Health & Personal Care

Best Sellers

New Arrivals

Baby & Child Care

Vitamins & Diet Supplements

Sports Nutrition

Household Supplies

Health Care

Customers who viewed Shine 24K Gold Rolling Papers ... also viewed:



Shine 24K Gold Rolling Papers 2 Sheet Pack

Buy new: **\$16.27**

4 Used & new from **\$15.97**

(35)



Shine Papers 24k Gold Wraps 2 PER Pack Cigar Made with Pure Edible Go...

Buy new: **\$22.26**

10 Used & new from **\$19.44**

(14)



Shine 24K Gold King Cone Pre-Rolled Paper

Buy new: **\$13.00**

7 Used & new from **\$13.00**

(5)

Health & Personal Care > Household Supplies

Shine 24K Gold Rolling Papers 12 Sheet Pack from Unknown

44 customer reviews



Price: **\$49.76** & **FREE Shipping**. [Details](#)

Only 4 left in stock. Sold by VCI Group and Fulfilled by Amazon. Gift-wrap available.

Want it tomorrow, Feb. 9? Order within 1 hr 25 mins and choose **One-Day Shipping** at checkout. [Details](#)

☐ Yes, I want **FREE Two-Day Shipping** with [Amazon Prime](#)

Qty: 1

[Turn on 1-click ordering](#)

Add to Cart

Add to List

Other Sellers on Amazon

11 new from **\$44.94**

\$44.94 + Free Shipping

Sold by: Alotta Cool Stuff 1

Add to Cart

\$48.99 + Free Shipping

Sold by: Cargo Club

Add to Cart

\$49.82 & **FREE Shipping**. [Details](#)

Sold by: Gaming-Zone

Add to Cart

[Share](#)

80+ Shares

About the Product

- Shine 24K Gold Rolling Papers - 12 Sheet Pack
- Certificate of Authenticity Included
- Discreet Shipping Included
- Each paper Size is 1 1/4"

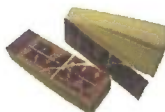
Frequently Bought Together



+



+



Total price: **\$60.34**

Add all three to Cart

Add all three to List

These items are shipped from and sold by different sellers. [Show details](#)

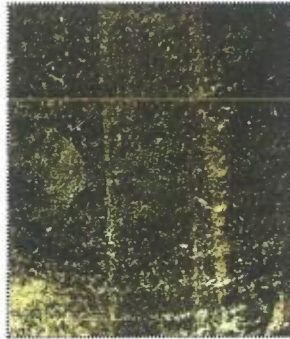
☒ **This item:** Shine 24K Gold Rolling Papers 12 Sheet Pack **\$49.76**



EXHIBIT B

United States of America

United States Patent and Trademark Office



Reg. No. 4,654,492

Registered Dec. 9, 2014

Int. Cl.: 34

LUXE 55, LLC (NEVADA LIMITED LIABILITY COMPANY)
11092 VERISMO ST.
LAS VEGAS, NV 89141

FOR: SMOKERS' ARTICLES, NAMELY, ROLLING PAPERS FOR SMOKABLE HERBS, IN CLASS 34 (U.S. CLS. 2, 8, 9 AND 17).

TRADEMARK

FIRST USE 3-1-2013; IN COMMERCE 3-1-2013.

SUPPLEMENTAL REGISTER

THE MARK CONSISTS OF THE COLOR GOLD AS APPLIED TO THE ENTIRETY OF ROLLING PAPERS FOR SMOKABLE HERBS. THE MATTER SHOWN IN BROKEN LINES ON THE DRAWING SHOWS POSITION OF THE MARK ON THE GOODS, AND THE RECTANGULAR CONFIGURATION OF THE ROLLING PAPERS FOR SMOKABLE HERBS IS NOT CLAIMED AS FEATURE OF THE MARK.

THE COLOR(S) GOLD IS/ARE CLAIMED AS A FEATURE OF THE MARK.

SER. NO. 86-149,725, FILED 12-20-2013.

APRIL HESIK, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

LUXE 55, LLC

Plaintiff,

v.

**JARRETT BUTLER D/B/A 420 TRADE CO.
AND D/B/A PURE 24K BRAND, AND HIP
PAPERS, LLC,**

Defendants.

Civil Action No. 2:16-cv-00428-PMD,

STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Luxe 55, LLC, hereby dismisses without prejudice all claims in the above-captioned case against only Defendant Jarrett Butler d/b/a 420 Trade Co and d/b/a Pure 24K Brand (“Butler”). As part of this Stipulation of Dismissal, Defendant Butler shall comply with the terms and conditions of the Settlement Agreement between Plaintiff and Butler which is filed herewith and incorporated herein as Exhibit 1.

This the 20th day of April, 2016.

Respectfully submitted,

s/ Joseph T. Belton

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USDC Bar #9253
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s/ Robert M. Ward

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*Attorneys for Defendant Jarrett Butler d/b/a 420
Trade Co. and d/b/a Pure 24K Brand*